

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost Contract		Page 1 Of 10	
2. Amendment/Modification No.  P00032		3. Effective Date  2001MAR22		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-LC-CAEB-W LEON WILSON (810)574-7192 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WILSONL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCM DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000  SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GENERAL DYNAMICS LAND SYSTEMS DIV 38500 MOUND RD STERLING HEIGHTS MI 48310-3260  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
						9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-N044	
						10B. Dated (See Item 13) 2000MAR10	
Code 7W356		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2006DEC31				Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (810)574-6973			
15B. Contractor/Offeror  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-00-C-N044 <b>MOD/AMD</b> P00032	<b>Page</b> 2 <b>of</b> 10
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS DIV		

SECTION A - SUPPLEMENTAL INFORMATION

- The purpose of this modification is to provide Economic Order Quantity funding for last chance microcircuit chip buys for multiyear three and long lead material funding for last chance buys of microcircuit chips for multiyear two.
- EOQ funding is being provided in the amount of \$1,600,000 to fund the estimated amount of EOQ funding necessary to acquire last chance buys of microcircuit chips for multiyear three. Clin 3001AB is increased by \$1,600,000 from \$5,056,205 to \$6,656,205 for this effort.
- The entire EOQ funded amount under CLIN 3001AB, as a result of this modification, shall serve as the Termination Liability amount for procuring the Ammo Rack Assembly and last chance buys of microcircuit chips for multiyear three. Special provision H.25.3.1. has been changed to reflect EOQ authorization to procure the last chance buys of microcircuit chips for multiyear three. The contractor is authorized to acquire last chance buys of microcircuit chips for multiyear three.
- Funding for multiyear two last chance buys of microcircuit chips, CLIN 2001AA is increased by \$2,015,111 from \$807,554 to \$2,822,665. The contractor is authorized to acquire last chance buys of microcircuit chips for multiyear two. Pages B6 and B8 are deleted and replaced by the attached identically numbered pages. The G-page is added to this contract.
- Pages H2 and H3 are deleted and replaced by the attached identically numbered pages to reflect changes in termination liability as a result of this funding.
- The modification increases the contract obligated amount and the contract value as follows:

Current funded amount:

\$107,930,136

Amount of this modification:

\$ 3,615,111

New funded amount:

\$111,545,247

Current contract value:

\$107,930,136

Amount of this modification:

\$ 3,615,111

New contract value:

\$111,545,247
- All other terms and conditions remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 029 \*\*\*

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS DIV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><u>100 SETS OF LONG LEAD MATERIAL</u></div> <div>NOUN: LLM MY2 - 7TH YEAR SECURITY CLASS: Unclassified PROGRAM YEAR: 2 PRON: 470BVA1447      PRON AMD: 04      ACRN: AK AMS CD: 312065</div> <div>Long Lead Material (LLM) M1A2 SEP Hardware: Consisting of raw material, purchased parts, assemblies, subassemblies, components and associated labor for planned production of 104 sets of material for Abrams Tank vehicles for the M1A2 SEP configuration as described in Section C.1 hereto entitled "Description and Specification" and as further defined herein and as provided in Section F.</div> <div>Estimated Cost:        \$    807,554 No Fee:                \$    -0- Total Est. Cost:        \$    807,554</div> <div>Estimated cost to procure last chance buys of microcircuit chips for multiyear two.</div> <div>Estimated Cost:        \$ 2,015,111 No Fee:                \$    -0- Total Est. Cost:        \$ 2,015,111</div> <div>(End of narrative B001)</div> <div><u>Packaging and Marking</u></div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DOC                      SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001                      000000    0</div> <div><u>DEL REL CD</u>        <u>QUANTITY</u>        <u>DEL DATE</u> 001                      104                      31-MAR-2003</div> <div>FOB POINT: Origin</div> <div>SHIP TO: <u>PARCEL POST ADDRESS</u> (W45CLX)    SR 27TH MAIN SPT BN ASL CL 2 4 7 1ST CAV DIV WHS BLDG 49015 FT HOOD                      TX 76544-5060</div> <div><u>FREIGHT ADDRESS</u> SR 27TH MAIN SPT BN ASL CL 2 4 7 1ST CAV DIV WHS BLDG 49015 FT HOOD                      TX 76544-5060</div>	104	SE	\$        ** N/A **	\$        2,822,665.00

**Name of Offeror or Contractor:** GENERAL DYNAMICS LAND SYSTEMS DIV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS DIV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB	<p><u>ECONOMIC ORDER QUANTITY FOR MY3</u></p> <p>NSN: 0000-00-000-0000  NOUN: EOQ FOR MY3 ON M1A2 AUT  FSCM: 00000  PART NR: 0000000  SECURITY CLASS: Unclassified  PRON: 471BVA0247      PRON AMD: 04      ACRN: AM  AMS CD: 312065</p> <p>EOQ funding for Wegmann's content  of Ammo Rack Assembly as described in  Special Provision Section H.25.3.2.</p> <p>Estimated Cost:      \$5,056,205  Fee:                      <u>NONE</u>  Total Est. Cost:      \$5,056,205</p> <p>EOQ funding for last chance buy of  Microcircuit chips for MY3.</p> <p>Estimated Cost:      \$1,600,000  Fee:                      <u>NONE</u>  Total Est. Cost:      \$1,600,000</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>  DOC                      SUPPL  <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u>  001   W56HZV1012D052   Y00000    M      ABRAMS      1  <u>PROJ CD</u>            <u>BRK BLK PT</u>  GGX  <u>DEL REL CD</u>      <u>QUANTITY</u>            <u>DEL DATE</u>  001                      1                      31-MAR-2003</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (Y00000)    SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION.</p> <p>MARK FOR:    PM ABRAMS OWNED ASSETS  PURPOSE CODE:    9  PROJECT CODE:    GGX  ABRAMS RETROFIT PROGRAM</p>	1	LO	\$      ** N/A **	\$      6,656,205.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
2001AA	470BVA1447	AK	1	\$	807,554.00	\$	2,015,111.00	\$ 2,822,665.00
	312065		0GAAUA					
3001AB	471BVA0247	AM	1	\$	5,056,205.00	\$	1,600,000.00	\$ 6,656,205.00
	312065		1GAAUA					
					NET CHANGE	\$	3,615,111.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION	AMOUNT	
Army	AK	21 02033000005R5R02P31206531E9	S201130BVA14		W56HZV	\$	2,015,111.00
Army	AM	21 12033000015R5R02P31206531E9	S201131BVA02		W56HZV	\$	1,600,000.00
					NET CHANGE	\$	3,615,111.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	107,930,136.00	\$	3,615,111.00	\$	111,545,247.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.22. SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) 252.219-7003 (APR 1996)

H.22.1. In furtherance of the Government's policy of promoting the development of small disadvantaged business enterprises, the contractor agrees to award subcontracts to such enterprises, as they are defined in the referenced clause to the maximum practicable extent consistent with efficient contract performance.

H.22.2. The Contractor's Small Business Subcontracting Plan, GDLS number L-0079 dated 3/01/00, is incorporated into the Contract by reference.

H.23. MATERIAL COST

H.23.1. To assure conformance to the nuclear hardness requirement of SA-S00001C, the Contractor may use electronic material that is certified as being nuclear hard to the appropriate levels. Semiconductors and higher assemblies procured from the Radiation Tolerant Assurance Source of Supply Center (RTASSC) are considered certified, to the levels and conditions specified on the corresponding White Sands Standard Drawings (WSDs). Additionally, a nuclear hardness Letter of Certification (LOC) from the RTASSC for higher assemblies will meet this material requirement. The Contractor is not responsible for the nuclear hardness of electronic material procured using WSDs and LOCs from RTASSC, to the extent and under the conditions provided by the WSDs and LOCs.

H.24. MAKE-OR-BUY PROGRAM

H.24.1. In accordance with FAR 52.215-9 (April 1984), changes to those items listed on ATTACHMENT VI, Make-or-Buy Program, require Government approval. Approved changes will not require an equitable adjustment to the contract price.

H.25. LONG LEAD MATERIAL PROVISIONS

H.25.1 REPRESENTATION OF LONG LEADTIME MATERIAL ADEQUACY (M1A2)

H.25.1.1 The Contractor by execution of and performance of this contract represents that the Long Lead-time Materials it acquires under this Contract are both necessary and adequate to meet the planned Tank delivery schedules set forth in Section F. Notification pursuant to H.25.1.2. below waives the representation for the particular item in the notification.

H.25.1.2. The Contractor shall notify the Procuring Contracting Officer in writing within five days of the Contractor's knowledge of any Long Lead-time Materials delivery schedule which will not support the planned Tank delivery schedules set forth in section F. Such notification shall include the Contractor's actions to remedy the deficiency, including actions utilizing this contract's DX priority rating, and his recommended corrective action.

H.25.2. TRANSFER OF LLM COSTS TO FFP VEHICLE PRICE

H.25.2.1. In accordance with this provision, all allowable costs incurred for material acquired under this Contract under a Cost-no-fee CLIN for Long Lead Material shall be treated as if acquired solely under this contract on a fixed price basis for vehicles utilizing that LLM when the vehicles are called up. In the event payments made to the Contractor under the LLM cost CLIN(s) exceed the limitations imposed by the Progress Payment Provision of a follow-on tank contract when this effort is converted to vehicles, such payments will be adjusted to be in compliance with the Progress Payment Provision by submittal of an adjusting Progress Payment request no later than at the end of a 60 day period following the execution of the modification incorporating a requirement for the vehicle under a vehicle CLIN(s) replacing the LLM CLIN(s). All material transferred upon execution of a vehicle call-up modification shall revert to being Contractor furnished material as if acquired exclusively under the terms of a fixed price vehicle contract.

H.25.3. ECONOMIC ORDER QUANTITY

\*

H.25.3.1. Economic Order Quantity (EOQ) procurement of the entire content (both German and USA) of the Ammo Rack Assembly and last chance buy of microcircuit chips for multiyear three are authorized and funded at the funded Termination Liability amount. The Termination Liability to the Government for EOQ shall be limited to the total funded dollar amount for each multi-year. The Termination Liability for EOQ for MY3 is included in the Termination Liability funding schedule in H.25.4.



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H.25.3.2. The contractor shall procure the following EOQ material which represents Wegmann's content of the Ammo Rack Assembly. The quantity of EOQ material to be procured are 104 sets of MY2 and 103 sets of MY3 material listed below:

Part Number	Description
12336500-2	Ammo Racks
12336660-2	I. Swing Frame
12388210	Hull Ammo Rack Assy
12437003-2	Ammo Rack L/S Ro
12437004-2	Ammo Rack 16 Round
12437005	Ammo Rack 2 Round
12917085	Swing Frame

#### H.25.4. FUNDING SCHEDULE AND TERMINATION LIABILITY

##### MULTI-YEAR ONE

MONTH	AMOUNT	CUMULATIVE \$	MONTH	AMOUNT	CUMULATIVE \$
MAR 00	\$	\$			
APR	\$ 776,147	\$ 776,147	OCT	\$ 13,799,935	\$ 40,569,835
MAY	\$ 1,919,986	\$ 2,696,133	NOV	\$ 15,330,139	\$ 55,899,974
JUN	\$ 2,362,124	\$ 5,058,257	DEC	\$ 16,170,472	\$ 72,070,446
JUL	\$ 3,516,329	\$ 8,574,586	JAN 01	\$ 13,176,786	\$ 85,247,232
AUG	\$ 5,556,607	\$ 14,131,193	FEB	\$ 10,527,580	\$ 95,774,812 @
SEP	\$ 12,638,707	\$ 26,769,900	MAR	\$ 11,192,407	\$ 106,967,219

##### MULTI-YEAR TWO - CLIN 2001AA IS FOR LLM AND LCB OF MICROCIRCUIT CHIPS

MONTH	AMOUNT	CUMULATIVE \$	MONTH	AMOUNT	CUMULATIVE \$
APR 01	\$ 2,822,665	\$ 2,822,665 @	OCT	\$ 14,288,130	\$ 44,106,996
MAY	\$ 2,015,111	\$ 4,837,776	NOV	\$ 15,842,099	\$ 59,949,095
JUN	\$ 2,466,311	\$ 7,304,087	DEC	\$ 16,688,090	\$ 76,637,185
JUL	\$ 3,660,558	\$ 10,964,645	JAN 02	\$ 13,731,965	\$ 90,369,150
AUG	\$ 5,776,238	\$ 16,740,883	FEB	\$ 10,944,476	\$ 101,313,626
SEP	\$ 13,077,983	\$ 29,818,866	MAR	\$ 9,602,966	\$ 110,916,592

##### CLIN 2001AD

\$5,134,639 @

##### MULTI-YEAR THREE

MONTH	AMOUNT	CUMULATIVE \$	MONTH	AMOUNT	CUMULATIVE \$
APR 02	\$ 820,640	\$ 820,640	OCT	\$ 14,380,888	\$ 42,613,287
MAY	\$ 2,094,875	\$ 2,915,515	NOV	\$ 15,880,053	\$ 58,493,340
JUN	\$ 2,531,153	\$ 5,446,668	DEC	\$ 16,717,415	\$ 75,210,755
JUL	\$ 3,730,798	\$ 9,177,466	JAN 03	\$ 13,991,592	\$ 89,202,347
AUG	\$ 5,871,186	\$ 15,048,652	FEB	\$ 11,158,582	\$ 100,360,929
SEP	\$ 13,183,747	\$ 28,232,399	MAR	\$ 11,839,466	\$ 112,200,395

##### Economic Order Quantity Funding

##### CLIN 3001AB

\$6,656,205 @

@ indicates the amount funded and the amount under this Contract the Government is liable under FAR 52.217-2 and H.26. below.

H.25.4.1. Funding for the acquisition of tanks has not been authorized. Instead, Advance Funding for the acquisition of Long Lead Material for the first nine (9) months of this three (3) year Cost Contract has been authorized and is obligated for the planned first production year in accordance with the above provisions for Long Lead Material Funding. Upon availability to the Contracting Officer of additional funds, the Contractor shall be notified, in writing, and the contract schedule shall be amended to reflect the amount of additional LLM funding obligated. In the event that additional funds are not made available as indicated below, or by such other date as may be mutually agreed to by the parties, the funded LLM effort shall be, upon the written request of the Contractor, terminated pursuant to the "Termination (Cost-Reimbursement)" clause.

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H.25.4.2. Funding Dates of Long Lead Material under this contract are provided above. Long Lead Material may be funded earlier than the stated month. Funding dates listed "to be determined" (TBD) shall be provided by the Contractor to the Contracting Officer by Jan 15th of the year LLM funding will be required.

H.25.5. Funding per H.25.4 may be provided by issuance of a unilateral modification obligating the scheduled amount(s).

H.26. LIMITATION OF GOVERNMENT LIABILITY & FUNDS

H.26.1. LONG LEAD MATERIAL FUNDING (LLM).

H.26.1.1. LIMITATION OF FUNDS (APR 84)(FAR 52.232-22) In performing effort for acquisition of LLM in Section B, the contractor is not authorized to make expenditures or incur obligations exceeding the amounts shown as funded in provision H.25.4.

H.26.1.2. LIMITATION OF GOVERNMENT LIABILITY (APR 84)(FAR 52.216-24) The maximum amount for which the Government shall be liable if a LLM CLIN of this contract is terminated is the amount shown as funded in provision H.25.4.

H.27. RESERVED for Excess CEU 176 Card Material

H.28. RESERVED for Excess CEU 177 Card Material

H.29. RESERVED for Under Armor Auxiliary Power Unit (UAAPU) Material

H.30. RESERVED for Micro-Chip Emergency Purchases

H.31. OPTION FOR INCREASED QUANTITY

Deleted by Mod P0006.

H.32. OPTION FUNDING AND TERMINATION LIABILITY

Deleted by Mod P0006.

\*\*\* END OF NARRATIVE H 001 \*\*\*